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MAIL M
A.J. SMITH FEDERAL SAVINGS BANK
14757 S. CICERO AVENUE
MIDLOTHIAN, IL 60445

94883452

APPL# 001-40927085
ML# 0025005083

94883452

[Space Above This Line For Recording Data]

MORTGAGE

DEPT-01 RECORDING \$31.50
T#0011 TRAN 4164 10/14/94 14:15:00
#9015 + RV *-94-883452
COOK COUNTY RECORDER

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 8, 1994
LAWRENCE S COYLE AND B DARLENE COYLE, HIS WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
A.J. SMITH FEDERAL SAVINGS BANK

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose
address is 14757 SOUTH CICERO AVENUE, MIDLOTHIAN, ILLINOIS 60445

("Lender"). Borrower owes Lender the principal sum of
TWENTY TWO THOUSAND TWO HUNDRED SEVENTY EIGHT AND NO/100

Dollars (U.S. \$ 22,278.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on OCTOBER 14, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 13 IN BLOCK 18 IN A.T. MCINTOSH AND COMPANY'S CICERO AVENUE
SUBDIVISION IN THE WEST 1/2 OF SECTION 15 AND THE EAST 1/2 OF SECTION
16, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

P.I.N. #28-15-117-032

which has the address of 15432 S KILPATRICK, OAK FOREST
Illinois [Zip Code] ("Property Address");
60452

(Street, City).

ILLINOIS -Single Family - FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 8/90
-6R(IL) (9408) Amended 5/91
VMP MORTGAGE FORMS • (800)521-7291



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Digitized by srujanika@gmail.com

The Funds shall be held in an individual or joint deposit account maintained by a federal agency, instrumentality, or entity (including Lenders, unless Lessee may not charge Borrower for holding), and applying the Funds, annually analyzing the escrow account, or verifying the escrow items. Lender may not charge Borrower for holding, unless Lessee may require Borrower to pay a one-time charge for an independent real estate appraiser service used by Lender in connection with this loan, unless Lessee applies law provides otherwise. Lender may require Borrower to pay a one-time charge for an independent real estate appraiser service used by Lender in connection with this loan, unless Lessee applies law provides otherwise. Lender shall apply the Funds to pay the escrow items, Lender may not charge Borrower for holding, unless Lessee may require Borrower to pay a one-time charge for an independent real estate appraiser service used by Lender in connection with this loan, unless Lessee applies law provides otherwise. Lender shall apply the Funds to pay the escrow items. The Funds are pledged as additional security for all sums secured by the Security Instrument. The Funds, showing credits and debits to the F-1, and the purpose for which each debit to the Funds was made, The Funds are pledged as additional security for all sums secured by the Security Instrument. If the Funds held by Lender not be required to pay Lender's interest or earnest money held by Lender as security in writing, however, Lender shall not be required to pay Lender's interest or earnest money held by Lender as security in writing, if the Funds held by Lender exceed the amounts permitted to be held by Lender under applicable law, if the Funds held by Lender exceed the amounts secured by the Security Instrument, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, if it is an outlet of the Funds held by Lender to Borrower any Funds upon payment in full of all sums secured by the Security Instrument, Lender shall pay any sums secured by this Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due; second, to amounts paid by Lender under paragraph 2; third, to interest due; and last, to any late charges due under the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due; second, to amounts paid by Lender under paragraph 2; third, to interest due; and last, to any late charges due under the Note.

4. Charges; Lenses. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may accrue prior to the maturity provided payments of ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in this manner, Borrower shall pay them on the date directly to the person owed payment. Borrower shall promptly remit to Lender receipts evidencing the payment.

5. Security Interest. Lender may give Borrower a notice identifying the loan. Borrower shall satisfy the loan or take out the loan to the extent set forth above within 10 days of the giving of notice.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1. Payment of Principal and Interest; Prepayment and Late Charges due under the Note.

2. Funds for Taxes and Insurance.

Lender on the day monthly payable under the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly title coverage insurance premiums; (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items."

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount set by the Funds account under the general Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount or provides otherwise.

Mortgage loan may require Borrower's escrow account to exceed the maximum amount set by the Funds account under the general Real Estate Settlement Procedures Act of 1974 as provided for in the terms of the Note.

amounts if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may chargewise in accordance with applicable law.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90

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13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the state in which the Note was executed. In the event that any provision of this Note is held invalid or unenforceable, such provision shall be severed from the Note and the remaining provisions of this Note shall remain in full force and effect.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

13. **Loan Charges.** If the loan accrued by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Under no circumstances will the charge to the loan exceed the permitted limits. Note or by making a direct payment to Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. Successors and Assigns Bound; General Liability: The covenants and agreements and assignments of the Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall be liable to the Lender and Borrower for the payment of the sum secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, replace or make any accommodations which regard to the terms of this Security Instrument or the Note which shall Borrower's consent.

11. Borrower Not Release; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of any sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower, or Borrower's successor in interest of Borrower shall not operate to release the liability of this Security Instrument granted by Lender to any successor in interest of Borrower if such extension of the time for payment or modification of any sums secured by this Security Instrument by Lender to any successor in interest of Borrower is made for any purpose other than to extend the time for payment or modification of any sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any rights or remedies available to Lender under this instrument.

Unless Lessee tendered and Borrower did otherwise in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2 or change the amount of such payments.

sums secured by this Security Instrument whether or not the sums are then due.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument in full, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security instrument shall be reduced by the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking in the amounts set forth below:

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Insurable risks in accordance with any written agreement between Bowditch and Leader or applicable law.

payments may no longer be required, as the option of ladder, if mortgage insurance coverage (in the amount and for the period) premiums required to maintain mortgage insurance in effect, or to provide a loss recursive, until the requirement for mortgage

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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MCLOTHIAN, IL 60445
14757 S. CICERO AVENUE
MORTGAGE TO: A.J. MINTY FEDERAL SAVINGS BANK

•ER(1L) (800) Page 6 of 6

This instrument was prepared by: SOSPEX, DOCKE, ATTORNEYS

My Company, Inc., Firms of Illinois
Nancy L. Gitterman, Esq., Attorney Public
Matthew J. Gitterman, Esq., Attorney Public

My Commission Expire:

Marilyn Bell

"OFFICIAL SEAL"

Given under my hand and delivered the said instrument as THIS 1st day of October, 1994.

Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they personally known to me to be the same person(s) whose name(s)

LAWRENCE S. & B. DALE COYLE

1. MARILYN BELL

STATE OF ILLINOIS,

County ss:

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Any rider(s) executed by Borrower and recorded with the
Securities and Agreements contained in this Security Instrument and in
Witnesses:

- Check applicable box(es):
- Adjustable Rate Rider
 - Condominium Rider
 - Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Bi-weekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider

The coverages and agreements of this Security Instrument as to the rider(s) were a part of this Security Instrument.

Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverages and agreements of each such rider shall be incorporated into and shall amend and supplement

the coverages and agreements of this Security Instrument as to the rider(s) were a part of this Security Instrument.

23. Waiver of Homestead. Borrower waives all right of homestead exception in the Property.

without charge to Borrower, Borrower shall pay any recording costs.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

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